

*Interagency Study*  
APR 19 1990

GEORGE DEUKMEJIAN, Governor


DEPARTMENT OF FISH AND GAME

1416 NINTH STREET

P.O. BOX 944209

SACRAMENTO, CALIFORNIA 95814-2090

(916) 322-8866

*Also filed in Interagency Study*  


APR 10 1990

Mr. James Arthur  
U.S. Bureau of Reclamation  
2800 Cottage Way  
Sacramento, CA 95825-1898

Re: MP-780  
ACM-9.00

Dear, Mr. Arthur:

Memorandum of Understanding  
Ecological Study Program  
San Francisco Bay/Delta Estuary

As requested, enclosed is a copy of the above captioned document which has been signed on behalf of this Department.

Please provide us with a copy of the MOU when it has been fully executed.

Sincerely,

**ORIGINAL signed by**  
**James L. Christopher**

James L. Christopher  
Contract Manager

JLC:jti

Enclosure

bc: P. Chadwick, Bay Delta

file: Chron, Suspense

MAR 26 1990



# United States Department of the Interior

BUREAU OF RECLAMATION  
MID-PACIFIC REGIONAL OFFICE  
2800 COTTAGE WAY  
SACRAMENTO, CALIFORNIA 95825-1898



IN REPLY  
REFER TO:

MP-780  
ACM-9.00

MAR 22 1990

To: Interested Parties (See attached list)

Subject: Interagency Ecological Study Program for the San Francisco Bay-Delta Estuary (Memorandum of Understanding)


Enclosed for your signature is the new Memorandum of Understanding (MOU) for the Interagency Ecological Study Program for the San Francisco Bay-Delta Estuary (Program). This new MOU will supersede all previous versions of the agreements which have governed the activities of the member agencies since the inception of the Program. This document will serve as the basis of authorization for future exchanges of funds, personnel, and equipment between the member agencies in the development and conduct of studies and required monitoring of the effects of Federal and State projects on the San Francisco Bay-Delta Estuary. Actual exchanges will be made annually on a case-by-case basis as agreed to by the Agency Coordinators and Agency Directors and will be dependent on available funding.

Implementation of this MOU is required in State fiscal year 1990 in order for the U.S. Bureau of Reclamation to make previously agreed upon monetary transfers to the U.S. Fish and Wildlife Service, California Department of Fish and Game and California Department of Water Resources. Two previous drafts of this MOU have been reviewed by the technical and legal staffs of the member agencies and their comments have been incorporated into this version.

Consequently, we request that you expedite the return of your signed MOU to our office: Attention Mr. James Arthur. Upon receiving all signed MOU's we will route a second signature sheet through the member agencies for signature by each agency director (or equivalent) on a single common sheet. We will send you a copy of the commonly signed signature sheet together with the final MOU.

Thank you for your prompt attention in this matter.

Sincerely,

  
NEIL W. SCHOLD  
ACTING REGIONAL DIRECTOR  
Enclosure

cc: (See attached list)

Marvin L. Flenert  
Regional Director  
U.S. Fish and Wildlife Service  
1002 NE Holladay Street  
Portland OR 97232-4181

John Klein  
District Chief  
U.S. Geological Survey  
2800 Cottage Way  
Sacramento CA 95825-1898

LTC Stanley Phernambucq  
District Engineer  
U.S. Army Corps of Engineers  
211 Main Street  
San Francisco CA 94105-1905

David Kennedy  
Director  
Department of Water Resources  
PO Box 942836  
Sacramento CA 94236-0001

Peter F. Bontadelli  
Director  
Department of Fish and Game  
1416 Ninth Street  
Sacramento CA 95814

W. Don Maughan  
Chairman  
State Water Resources Control Board  
PO Box 100  
Sacramento CA 95801

cc: Ken Lentz  
Bureau of Reclamation  
2800 Cottage Way  
Sacramento CA 95825-1898

Dr. Martin Kjelson  
Fish and Wildlife Service  
4001 North Wilson Way  
Stockton CA 95205

Pete Anttila  
U.S. Geological Survey  
2800 Cottage Way  
Sacramento CA 95825-1898

Tom Wakeman  
U.S. Army Corps of Engineers  
Bay-Delta Model  
211 Main Street  
San Francisco CA 94105-1905

Pete Chadwick (Chairman)/  
Department of Fish and Game  
4001 North Wilson Way  
Stockton CA 95205

Dr. Randall Brown  
Department of Water Resources  
3251 S Street  
Sacramento CA 95816

Dave Beringer  
State Water Resources Control Board  
Bay-Delta Project  
901 P Street  
Sacramento CA 95814

(w/encl)

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into by the U.S. Bureau of Reclamation (Reclamation) and the following Federal and State agencies:

### Federal

- U.S. Fish and Wildlife Service
- U.S. Geological Survey
- U.S. Army Corps of Engineers

### State

- California Department of Water Resources
- California Department of Fish and Game
- California State Water Resources Control Board

**BACKGROUND:** A 1970 MOU creating the Interagency Ecological Study Program and its 1985 amendment are out of date. A new MOU is required to facilitate funds, equipment, and personnel transfers between cooperating agencies needed to meet the monitoring requirements of Federal and State projects in the San Francisco Bay-Delta Estuary.

**OBJECTIVE:** The objective of this MOU is to provide for the coordination, conduction, and transfer of funds, equipment, and personnel between agencies to carry out ecological monitoring and evaluations of the impacts of the Federal and State projects on the San Francisco Bay-Delta Estuary.

### **STATEMENT OF WORK:**

1. All studies and transfer of funds or personnel will be subject to approval by the Interagency Coordinators and Directors. Any Federal agency transferring resources under this agreement shall utilize the appropriate funding document, e.g., grant, cooperative agreement, contract, etc.
2. The agency transferring funds and personnel to another agency will provide a detailed statement of work including interim and final reporting deadlines, a list of deliverables, and maximum cost that can be incurred. These documents shall be incorporated into the aforementioned appropriate funding document.
3. All data collected by participating agencies pursuant to this agreement will be stored in an Interagency computerized data base.

### **AVAILABILITY OF FUNDS:**

Work to be performed under this MOU is subject to the availability of funds through the Federal and State Governments' normal budget process.

DURATION OF  
AGREEMENT:

It is anticipated that environmental monitoring will remain a permanent requirement of Federal and State projects. Consequently, this agreement will become effective when signed by cooperating agencies and will remain in effect until September 30, 2000, or until terminated. The agreement may be extended beyond September 30, 2000, by mutual consent of the parties.

CONTRACTUAL  
REQUIREMENTS:

Statement-of-work, products, agency obligations, delivery dates, funding, expense statements, billing procedures, and payment provisions will be arranged between the agency(s) transferring funds and the agency(s) conducting the work on a case-by-case basis.

RELEVANT  
LEGISLATION:

- National Environmental Policy Act (NEPA), 1969.
- California Environmental Quality Act (SEQA), 1970.
- Public Law 92-500 (Federal Water Pollution Control Act Amendments of 1972).
- State of California Appellate Court Decision - United States of America v. State Water Resources Control Board, (1986) (Racanelli Decision).
- Law enforcement on Reclamation projects in conjunction with local enforcement agencies, under Public Law 98-552, Water Enforcement (42 U.S.C. 1962, et. seq.)
- Fish hatcheries and wildlife enhancement facilities under Public Law 89-72, Federal Water Project Recreation Act (16 U.S.C. 460 1-5, 16 U.S.C. 460 1-12, et. seq.).
- Investigation of cultural resources, including wildlife mitigation under the Fish and Wildlife Coordination Act of 1934 as amended, including Public Law 93-291 which amends Public Law 86-523 (16 U.S.C. 469).
- Science research under Public Law 93-291 which amends Public Law 86-523 (16 U.S.C. 469).
- Science research under Public Law 85-934 (42 U.S.C. 1891-2).

TERMINATION:

The MOU or contractual agreements developed as part of the MOU may be terminated in whole, or in part, when any agency determines that continuation would not produce beneficial results commensurate with further expenditure of funds. The parties will agree upon the conditions of termination, including the effective date, and in the case of partial terminations, the portion to be terminated. The agency(s) will not incur new obligations for the terminated portion after the receipt of the termination notice, and will cancel as many outstanding obligations as possible after receipt of the termination notice. Each agency will allow full credit to the other agency(s) for its share of noncancellable obligations properly incurred by the other agency prior to receipt of the termination notice.

**WITHDRAWAL:**

Any agency may withdraw from the MOU or contracts upon sixty (60) calendar days' advance written notice of such terminations. Written notices to be sent to: The Agency Coordinators. Any agency(s) contracting with the withdrawing agency will be reimbursed for its commitment extending beyond the effective date of termination to a date not later than the date upon which the contract would have expired if not terminated under this paragraph, which the agency(s) doing the work, in the exercise of due diligence, is unable to cancel. Payment of performance under the contract(s) will not exceed the obligation ceiling amounts identified in the contract(s).

**AMENDMENTS:**

No changes may be made to this MOU or contracts unless agreed to in writing by all the parties. Changes dealing with wholly administrative matters (such as changes in paying office, changes of address) may be by written notice to all parties. No oral statement of any person shall be allowed in any manner or degree to modify or otherwise affect the provisions of the MOU and contracts.

**RESOLUTION  
DISAGREEMENT:**

If interpretation of one or more aspects of the MOU or contracts should become the source of unresolved disagreement between any of the parties to the MOU, those parties, by mutual arrangement, shall make equitable provision for, and abide by the determinations of, disinterested third party qualified to perform the resolution services necessary. Any resolution must be agreed to in writing by all the parties to this MOU.

Signature PageFederal

Regional Director  
Mid-Pacific Region  
Bureau of Reclamation  
2800 Cottage Way  
Sacramento CA 95825-1898

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Fish and Wildlife Service

Regional Director  
U.S. Fish and Wildlife Service  
Portland Eastside Federal Complex  
1002 NE Holladay Street  
Portland OR 97232-4181

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U.S. Geological Survey

District Chief  
U.S. Geological Survey  
District Office  
2800 Cottage Way  
Sacramento CA 95825-1898

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U.S. Army Corps of Engineers

District Engineer  
U.S. Army Corps of Engineers  
San Francisco District  
211 Main Street  
San Francisco CA 94105-1905

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State

Director  
Department of Water Resources  
PO Box 942836  
Sacramento CA 94236-0001

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Director  
Department of Fish and Game  
1416 Ninth Street  
Sacramento CA 95814

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Chairman  
State Water Resources Control Board  
PO Box 100  
Sacramento CA 95801

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Executed this 19<sup>TH</sup> day of OCTOBER, 1990.

Federal

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